IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.957 OF 2005
IN
SUIT NO.950 OF 2005

Shree Marbles Industries ...Plaintiffs
V/s.
Transconsol (Pvt) Ltd. & Ors. ...Defendants

WITH

NOTICE OF MOTION NO.958 OF 2005
IN
SUIT NO.951 OF 2005

Aakash Stone Industries Ltd. ...Plaintiffs
V/s.
Transconsol Pvt. Ltd. & Ors. ...Defendants

WITH

NOTICE OF MOTION NO.1460 OF 2005
IN
SUIT NO.951 OF 2005

Aakash Stone Industries Ltd. ...Plaintiffs
V/s.
Transconsol Pvt. Ltd. & Ors. ...Defendants

WITH

NOTICE OF MOTION NO.1461 OF 2005
IN
SUIT NO.950 OF 2005

Shree Marbles Industries ...Plaintiffs
V/s.
Transconsol (Pvt) Ltd. & Ors. ...Defendants

WITH

NOTICE OF MOTION NO.2201 OF 2005
IN
SUIT NO.951 OF 2005

Aakash Stone Industries Ltd. ...Plaintiffs
V/s.

Transconsol Pvt. Ltd. & Ors. ...Defendants

WITH

NOTICE OF MOTION NO.2202 OF 2005
IN
SUIT NO.950 OF 2005

Shree Marbles Industries ...Plaintiffs
V/s.
Transconsol (Pvt) Ltd. & Ors. ...Defendants

CORAM : S.J. VAZIFDAR, J.
DATED : 22ND AUGUST, 2006

P.C. :

1. The above suits have been filed for a declaration that the Plaintiffs are entitled to the delivery of the containers covered by certain Bills of Lading. The Plaintiff has also sought various other reliefs. For the purpose of the above Notices of Motion it is not necessary to go into those questions.

2. Suffic it to state that the Notice of Motion Nos.957/2005 and 958/2005 had been taken out by the Plaintiff seeking delivery of the cargo. By two separate orders both dated 31st March, 2005 the Plaintiff were permitted to take delivery of the consignment subject to their depositing Rs.6,00,000/- in Suit No.950/05 and Rs.7,00,000/- in Suit No.951/05.

3. Notice of Motion Nos.957/2005 and 958/2005 are disposed of in terms of the said orders as they have

been worked out. In as much as the Plaintiff has admittedly received the delivery of the consignment against the deposit of the respective amounts in this Court.

4. Notice of Motion Nos.1460 and 1461 of 2005 have been taken out by Defendant Nos.5 and 6 in the above suits seeking leave to withdraw the amounts deposited by the Plaintiffs as aforesaid. Similarly Defendant Nos.7 and 8 have taken out Notice of Motion Nos.2201 of 2005 and 2202 of 2005 also seeking leave to withdraw the amounts deposited by the Plaintiffs.

5. The Plaintiff has no objection to the following orders which are passed in Notice of Motion Nos.1460 of 2005, 1461 of 2005, 2201 of 2005 and 2202 of 2005 :- :-

(i) The above Notices of Motion are disposed of by permitting Defendant Nos.5 and 6 on the one hand and Defendant Nos.7 and 8 on the other hand to withdraw in each of the suits 50% each of the amounts deposited in this Court with accretions thereto if any subject to their furnishing a Bank Guarantee of a nationalized bank to the satisfaction of

the Prothonotary & Senior Master including for interest @ 10% p.a. The Guarantee shall be valid pending the hearing and the final disposal of the suit and for a period of 12 weeks thereafter.

(ii) The rate of interest of 10% is only ad-hoc and shall be subject to the orders at the hearing of the suits.

6. The above six Notices of Motion are accordingly disposed of.